ATTACHMENT A: AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, NAF Multicultural Human Development Corporation, hereinafter referred to as NAF for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and NAF to define NAF's cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, NAF, agrees to contribute direct partner costs for rent in the following manner:

NAF will be collocating one staff person at the One Stop Career Center at 1010 N Street on a part time basis for varied hours per week. The costs for rent will be outlined in a separate sublease agreement.

2. The one stop partner, NAF, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system. NAF shall make funds available for the following items:

Cost: All system costs are to be shared equally as indicated below. When a cost is billed to each one stop partner by the City of Lincoln, an itemized billing statement of actual costs shall be provided on a quarterly basis and the one stop partner shall pay for items within 30 days of receipt of the request for payment.

Board Operations: There are 14 One Stop partners identified in the MOU serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment to be made to the City of Lincoln on a quarterly basis. Board operation costs include costs for board meetings, committee meetings, materials, postage, phone, copying and printing.

3. The one stop partner, NAF, agrees to utilize NWAS system software for registration purposes, for a computer terminal located at NAF's main office in Lincoln, Nebraska. Referral information from the computer in Lincoln will be forwarded to the proper NAF staff at the One Stop Career Center in Lincoln. The Department of Labor, through the NWAS Steering Committee on an annual basis, will determine the user fee.

- **4. Responsibility for Funds**: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers, employees or agents actions or omissions under or relating to this Agreement.
- **5. Term**: This Agreement shall be in effect for the period beginning July1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.
- 6. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.
- 7. Capacity: the undersigned person representing NAF does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind NAF to this Agreement.

Mayor Coleen Seng

City of Lincoln/Greater Lincoln

Workforce Investment Board

Ella Ochoa, Executive

Director, NAF Multicultural Human

Development Corporation

Approved by:

James Linderholm, Chair

Greater Lincoln Workforce Investment Board

ATTACHMENT B: AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner NAF Multicultural Human Development Corporation, hereinafter referred to as NAF, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and NAF to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, NAF, agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Determine eligibility for NAF program
- b. Outreach, Common NWAS General Information Sheet and Orientation to the services available at the One Stop Career Center.
- c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs.
- d. Provision of accurate information relating to the availability of supportive services.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner, NAF, in the following manner: NAF has one itinerant staff person located at the One Stop. Core services will be available on a walk-in basis or by appointment. When NAF staff is not available, NAF will provide and maintain an appointment calendar for applicants wishing to schedule an appointment with NAF at the One Stop. Should the applicant wish to go to NAF's main office, NAF will provide applicants with a pamphlet regarding the address or phone number at their main office for contact purposes.

Service: a. Determine eligibility for NAF Program

Method of delivery: Intake interview appointments will be scheduled at allotted times designated by the NAF staff person located at the One Stop Career Center in order to determine eligibility.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln,

Nebraska.

Method of referral: Applicants will be referred, through NWAS or a partner, to the NAF representative at the One Stop Career Center when the customer may be eligible for the NAF program.

Service: b. Outreach, Common NWAS General Information Sheet and Orientation to the services available at the One Stop Employment Solutions Center

Method of Delivery:

Informational Outreach: NAF will provide marketing materials, brochures and information regarding NAF services to be dispersed to all partners, tenants of the One Stop Center and eligible customers where appropriate and will participate and be listed on all printed materials regarding One Stop Services. NAF will provide a pamphlet describing the one stop system and the partner programs. NAF will agree to distribute customer surveys as directed by the LWIB Board.

Common NWAS General Information Sheet: The Common NWAS General Information Sheet is a form of pre-registration for One Stop Services which can coordinate referrals to all appropriate partners. NAF estimates that approximately 30 customers will be referred through the NWAS system as eligible for NAF services.

Orientation: NAF staff will be available to do orientations for NAF applicants regarding the services available at the One Stop Career Center.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Service: c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs

Method of Delivery: Various forms of initial assessments are conducted on pre-enrolled NAF customers. Assessment will be provided by NAF staff.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Service: d. Provision of accurate information relating to the availability of supportive services

Method of Delivery: NAF staff will use a variety of resources to provide accurate information on the availability of supportive services. The primary sources available are the Nebraska Explorer and the Community Resource Director 1999-2000. NAF staff will provide this information as appropriate.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln,

Nebraska

- 3. Method of Referral: The One Stop Partners have agreed in the umbrella MOU to provide for the referral of individuals for services by use of a common general information sheet, administered through the NWAS system, which will refer individuals to the appropriate partner for needed services.
- **4. Funding Source/Costs**: The NAF costs of providing the above referenced services through the One Stop Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.
- 5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.
- **6. Term**: This Agreement shall be in effect for the period beginning on July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.
- 7. Termination: Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.
- 8. Mutual Hold Harmless: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.
- 9. Independent Contractor: NAF shall perform their core services under this Agreement as an independent contractor. NAF has sole and exclusive charge and control of the manner and means of performance. NAF, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that NAF is not an employee of the Greater Lincoln Workforce Investment

Board or the City of Lincoln and is not entitled to any City employee benefits.

- 10. One Stop Management Council: NAF, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the One Stop Center.
- 11. One Stop Center Management: NAF, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.
- 12. Capacity: The undersigned person representing NAF does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind NAF to this agreement.

IN WITNESS WHEREOF, NAF and Mayor Coleen Seng, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the day of ______, 2004.

Mayor Coleen Seng

City of Lincoln/Greater Lincoln

Workforce Investment Board

Ella Ochoa, Executive Director

NAF Multicultural Human

Development Corporation

Approved by:

James Linderholm, Chair

Greater Lincoln Workforce Investment Board

Jim Linderholm Chairperson



Mayor Coleen J. Seng Chief Elected Official

March 9, 2005

GREATER LINCOLN WORKFORCE INVESTMENT BOARD

Federico Torres NAF Multicultural Human Development Corporation 941 O Street, Suite 201 Lincoln, NE 68508

RE: Attachments A and B to the Memorandum of Understanding between Lincoln Workforce Investment Board and NAF Multicultural Corporation, EO #70639

Dear Federico:

Date

In accordance with the terms and conditions of the above referenced Attachments A and B to the Memorandum of Understanding, the City of Lincoln/Greater Lincoln Workforce Investment Board desires to renew said Attachments A and B to the Memorandum of Understanding (MOU) for one (1) additional term beginning July 1, 2005 through June 30, 2006.

It is understood that all terms and conditions of the original Attachments A and B to the Memorandum of Understanding will remain unchanged during the renewal term. For your own information and as a reminder, the Workforce Investment Act of 1998 (PL 105-220) remains in existence until repealed by the federal government. WIA is currently in the process of re-authorization before Congress. It is not clear when re-authorization will be finalized but expenditures under the 1998 Act are authorized through June, 2006. Thus, the terms and conditions of the Attachments are in reference to the current law.

As evidence of your agency's decision to renew the referenced MOU under said terms and conditions, please countersign below. Return three original letters on or before April 15, 2005 for processing care of Jan Norlander-Jensen, City of Lincoln, Urban Development, 808 P Street, Suite 400, Lincoln, NE 68508.

If your agency should choose not to renew this MOU, please state on your letterhead the reasons and return to the City of Lincoln/Greater Lincoln Workforce Investment Board at the above address.

Sincerely,

Gan Milander Jensen

Counter Signature:

NAF Multicultural Human Development
One Stop Partner Agency Name

308-534-2630

Phone Not
Phone Not
Signature of Authorized Representative of
One Stop Partner

Lieutric Director

Title

4/4/25